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**HOPKINS CROSSING NORTH
DEVELOPMENT AGREEMENT**

LEON COUNTY
ATTORNEY'S OFFICE

THIS AGREEMENT is entered into by and between NORTH 10 CAPITAL ASSOCIATES, LTD., a Florida Limited Partnership ("NCA"), on behalf of itself and as Agent for and on behalf of High Ground Investments, L.L.C., Shallow Lakes Partners, L.L.C., and Capital Circle Development, L.L.C. (all hereafter collectively referred to as "Owners") and LEON COUNTY, FLORIDA ("COUNTY"), a political subdivision of the State of Florida.

WITNESSETH

WHEREAS, Owners have acquired approximately 305.54 acres of land (hereafter referred to as the "Property") located at the Northwest and Northeast corner of Interstate 10 and Capital Circle Northwest, the legal description of which is attached as Exhibit "A"; and

WHEREAS, the Property was part of the larger real estate holding owned by William D. Hopkins ("Hopkins") which, because of its size at 592 acres, was designated a Target Planning Area ("TPA") pursuant to Objective 6.1[L] of the Tallahassee-Leon 2010 Comprehensive Plan ("Comprehensive Plan") and Section 10-1233 of the Leon County Land Development Code ("Land Development Code"). The subdivision or development of any property designated as TPA must meet requirements of a Planned Unit Development ("PUD"), consist of at least four uses, and must be based on a master site plan covering all the TPA acreage; and,

WHEREAS, it is deemed to be in the interest of the public health, safety, and welfare for LEON COUNTY to clarify the development process and to assure that overall planning principles and concerns of the COUNTY are addressed in order to encourage economic development opportunities for Northwest LEON COUNTY.

NOW, THEREFORE in consideration of the mutual terms, covenants, and conditions contained herein, and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed as follows:

(A) PURPOSE.

The purpose of this Agreement is to:

1. Provide a mechanism to allow the Property to proceed through the TPA PUD and subsequent development approval process separate from the Hopkins Crossing PUD.

2. Clarify the development approval process for the Property, including COUNTY acknowledgement that the land uses to be included in a PUD Concept Plan for the Property will be at least four of the following: residential, commercial, office, open space, and community services and facilities/institutional use.

3. Set forth requirements and commitments for the TPA PUD in addition to those listed in the PUD requirements of Sections 10-915 and 10-1481 of the Land Development Code and any TPA PUD requirements in the Comprehensive Plan.

4. This Agreement, except as specifically provided herein, is intended to address and clarify the development review and approval process. It is not intended to, nor does it, approve or authorize any amount of development or type of use on the Property, except as otherwise provided herein.

(B) AUTHORITY FOR AGREEMENT.

This Agreement is being entered into pursuant to authority provided in Sections 163.3220 - .3203, Florida Statutes ("F.S."), otherwise known as the Florida Local Government Development Agreement Act, and the Leon County Code of Laws. Since the Agreement is being entered into prior to NCA submitting the Property for PUD approval, the execution of this Agreement does not limit the authority or ability of the COUNTY to approve or disapprove the project resulting from this Agreement nor does it require that development be approved at certain densities or intensities or for certain uses, except as otherwise provided herein.

(C) TERM.

This Agreement shall be effective for a period of ten years, until _____ 2015, and may be extended by mutual written consent of the parties, or their successors, subject to public hearings in accordance with Section 163.3225, F.S.

(D) APPROVED LAND USES AND CONSISTENCY WITH COMPREHENSIVE PLAN.

1. TPA and Mixed-Use A Comprehensive Plan Designation. The Property has been assigned a future land use designation of Mixed-Use A under the Comprehensive Plan and is designated a TPA pursuant to Objective 6.1[L] of the Comprehensive Plan.

2. Continuation of Existing Silviculture Operations. The Property historically has been and currently is used for bona fide and lawful silvicultural operations. The County agrees that such existing operations may lawfully continue on the Property, if located outside of areas designated as conservation or preservation areas in the approved PUD Concept Plan, until such time as the Property is fully developed, or until issuance of site and development plan approval for the specific portions of the Property on which silvicultural operations are being conducted. The use of Best

Management Practices ("BMPs") for silviculture operations on the Property shall be specified as a condition of the PUD Concept Plan approval.

3. Land Uses on Property. The Comprehensive Plan requires that areas designated as TPA include at least four different land uses to encourage a more self-supporting development pattern that is less oriented to the use of automobiles. The Chapter 163 Development Agreement Conceptual Use Plan ("163 DA Conceptual Use Plan"), which is attached as Exhibit B and incorporated herein, will include at least four of the following land uses: residential, commercial, office, open space, and community services and facilities/institutional use. The COUNTY agrees that these land uses on the Property are consistent with the Comprehensive Plan and Land Development Code TPA requirements.

4. PUD Approval Process for Property. NCA will apply for and receive PUD Concept Plan approval for the entire Property pursuant to Section 10-915(c)1. of the Land Development Code, provided applicable Comprehensive Plan and Land Development Code requirements are met. As long as development of the Property is consistent with the 163 DA Conceptual Use Plan, areas on the Property being developed for separate uses such as residential, commercial, office, and community services and facilities/institutional uses may proceed through the development process and receive separate final development plan approvals without requiring an individual PUD containing at least four different land uses. PUD Concept Plan approval for the Property will be obtained prior to subdivision of the Property.

5. Preliminary Certificate of Concurrency/Permitted. Use Verification Certificate. At the time of, or prior to submittal of the PUD Concept Plan application, NCA, as Agent for Owners, may apply for, and, if applied for, the COUNTY shall issue, a Preliminary Certificate of Concurrency ("PCOC") and/or a Permitted Use Verification Certificate ("PUVC") for all or portions of the Property, consistent with the 163 DA Conceptual Use Plan. Neither the PUVC nor the PCOC grant development authority or development rights, and neither is a development order. The COUNTY and NCA recognize that the submittal of both is for preliminary development order application review purposes. Detailed plans have not yet been reviewed by COUNTY staff. It is agreed that the Property, independent of the remainder of the other property within the TPA, must meet all requirements of the Comprehensive Plan and of the land development regulations pertaining to TPAs, except as otherwise provided herein.

(E) PUBLIC FACILITIES.

1. Infrastructure Planning and Design. Section 10-1233 of the Land Development Code requires that a TPA PUD must address how the development will reduce transportation demand through internal capture using a mixture of at least four integrated land uses such as residential, commercial, office, and open space. Pursuant to this provision and as part of the development review and approval process set forth in Section (D)4. of this Agreement, the PUD Concept Plan for the Property will address the Project's access requirements, considering impacts to the surrounding area, including

canopy roads, required interconnections, and consistency with existing and future transportation corridors. The PUD Concept Plan also will establish standards for infrastructure design, phasing, and extension, and will identify the responsibilities for capitalization, construction, maintenance, rights of use, and liability for any infrastructure that will be required to serve the Property. The Property within the TPA must maximize the use of infrastructure to foster compact development. Capital improvement plans must be supportive of development in phases and shall include facilities needed, such as roads, sidewalks, bike lanes, mass transit/ride-share, recreation opportunities, water, and sewer. In order to comply with the TPA requirements imposed by the COUNTY, subdivision of the Property cannot occur without a master site plan, and sharing of infrastructure to foster compact development and predominantly self-supporting infrastructure may be required. NCA may provide the following linear public sector infrastructure systems within the Property: roadways, sidewalks, bikeways, water and sanitary sewer distribution and collection systems, stormwater conveyance and impoundment systems, and gas and electric distribution and transmission systems.

2. Utilities. Water, sanitary sewer, electricity and/or gas shall be provided by the City of Tallahassee, as confirmed by letter from the City of Tallahassee Utility Services which will be provided as a condition of PUD Concept Plan approval. NCA shall be responsible for making the appropriate arrangements for such services to the Property, and such services shall be in place prior to issuance of a final certificate of occupancy in accordance with applicable Land Development Code provisions. If desired by the owners of the separate portions of the Property, and if allowed by the electric utility provider and consistent with applicable Land Development Code requirements, the COUNTY agrees to allow the burial of electric power lines on the Property in accordance with applicable standards.

3. Transportation Concurrency.

(a) Pecan Endowment and Concurrency Management Policies and Procedures. The COUNTY encourages NCA to timely apply for a PCOC for the Property. The COUNTY agrees to expeditiously process the application and issue the PCOC for the Property. Because of the size of the Property and the requirement to obtain PUD zoning, the COUNTY agrees that the capacity reserved through the PCOC shall continue to be reserved through the issuance of PUD zoning and the development of the Property. The COUNTY agrees that the Property is located within the Plantation of the Florida Pecan Endowment Company Subdivision ("Pecan Endowment"). Based on the location of the Property in the Pecan Endowment and NCA's obligations under this Agreement to dedicate land for roadway right of way, provide traffic signalization, and provide other transportation and transportation-related facilities such as sidewalks and bike paths, the Property is assigned a concurrency value of four (4) dwelling units per gross acre of residential land use and ten thousand (10,000) square feet of gross building area per gross acre of nonresidential land use, as referenced in section (G)1.(a) of this Agreement. If development of the Property is determined to be subject to any additional concurrency requirements in the future, such requirements will be satisfied as provided

by the Leon County Concurrency Management Policies and Procedures Manual, revised on November 30, 2004 ("2004 Concurrency Manual"). At the time of application for PUD Concept Plan approval, NCA will provide the COUNTY with a traffic study using methodologies mutually agreed upon by the COUNTY and NCA, to reflect such trips associated with the project as reflected in the PUD Concept Plan, and the COUNTY will encumber such project demand, update the concurrency management system to reflect project demand, and issue a certificate of concurrency for the project, pursuant to the 2004 Concurrency Manual.

(b) Right of Way Dedication, Signalization, and Enhancement of Development Opportunities on Property Fronting Capital Circle Northwest. Development opportunities in Leon County's Northwest Quadrant presently are constrained by the need to widen Capital Circle Northwest from the Property's northern boundary south to U.S. 90. Notwithstanding the provisions of the above paragraph, NCA will incorporate within the TPA PUD a dedication to the COUNTY of sufficient right-of-way ("ROW Dedication") along the Property as reasonably required by the COUNTY Public Works Department to widen Capital Circle Northwest to six (6) lanes consistent with applicable Florida Department of Transportation ("FDOT") design standards. The ROW Dedication will only include the amount of land sufficient to construct up to 6 lanes of roadway and will not include land to accommodate the surface or stormwater management system to serve this portion of Capital Circle Northwest. Signalization of the Property access points to Capital Circle Northwest, if and when warranted by FDOT, shall be paid for by NCA. The location of the ROW Dedication will be determined based on consideration of the location and configuration of land uses and development on the Property and applicable FDOT standards. The COUNTY will establish, in the PUD Concept Plan, parking, setback, and other site plan and design requirements to facilitate and enhance development of the portions of the Property having frontage on Capital Circle Northwest, consistent with the Comprehensive Plan.

(c) Transportation Design in TPA. As necessary for consistency with Comprehensive Plan Policy 6.1.1, the PUD Concept Plan will provide for the interconnection of the land use types within the TPA PUD. The PUD Concept Plan may provide for interconnection of the Property to areas adjacent to the Property, provided such interconnections will not result in any adverse impact to any of the Property's infrastructure, facilities, development, land uses, neighborhood character, environmental resources, or any other aspect of the Property or development on the Property. Appropriate intermodal and interconnection design criteria will be addressed in the PUD Concept Plan.

(d) All plans for roadway extensions, signalization and internal roadways to be dedicated to the COUNTY shall be reviewed and approved by the COUNTY Public Works Department. In the event NCA agrees to advance funds or construct infrastructure that would offset impacts from development activities other than development on the Property, NCA is entitled to recover such advanced funding or infrastructure costs in the form of concurrency credits or the reimbursement of such funds from the COUNTY, to

the extent such funding or infrastructure benefits development other than that occurring on the Property, as provided in the 2004 Concurrency Manual.

(e) Access to the Property from Capital Circle Northwest shall be established through the PUD Concept Plan approval process. As part of the PUD Concept Plan approval process, the COUNTY agrees to consider approving no less than two, and up to three, access points on each side of Capital Circle Northwest to provide access to the Property, provided applicable FDOT access permitting requirements are met.

4. Fire Station. As part of the PUD Concept Plan approval process, NCA will dedicate to the COUNTY the 3.08 acre parcel of land located in the southeast corner of the Property on the east side of Capital Circle Northwest and adjacent to Interstate 10 for the construction of a fire station.

5. Stormwater Management.

Regional/Multi-site Stormwater Management Facility. Subject to mutual agreement by NCA and the COUNTY on the location, number of acres, design standards, and other matters such as impact fee credits or credits for open space, landscape, natural area, and other requirements, NCA will dedicate land to the COUNTY for the construction, operation, and maintenance of a regional/multi-site stormwater management facility to detain, retain, and treat stormwater from the Property and the widening of Capital Circle Northwest adjacent to the boundaries of the Property. The stormwater management facility constitutes a component of a linear public sector infrastructure system as referenced in Section (G)2. of this Agreement.

(a) If the regional/multi-site stormwater management facility is located on the Property, the COUNTY shall give NCA credit toward the landscape requirements in Section 10-257 for the area of any regional/multi-site stormwater management facility located on the Property, provided the Section 10-208 of the Land Development Code are met.

(b) The COUNTY also shall give NCA credit toward meeting open space requirements established in the PUD Concept Plan for the area of any regional/multi-site stormwater management facility located on the Property that is open to public access.

(c) The COUNTY may grant variances or make provisions in the PUD Concept Plan as necessary and as provided under the Land Development Code to give NCA credit toward the natural areas requirements in Section 10-258 for the area of any regional/multi-site stormwater management facility located on the Property.

(F) DEVELOPMENT APPROVAL PROCESS.

1. Residential Subdivision Approval. Subsequent to the COUNTY approval of the PUD Concept Plan, the COUNTY agrees that at the time of subdivision of the

Property, an application may be submitted for, and the COUNTY shall, if the application meets all applicable requirements, render a development order approving a single family residential subdivision which would allow clustering of residential development to protect open spaces and environmentally sensitive areas and to incorporate natural areas and other open space into the subdivision design.

2. Open Space and Natural Areas Requirements Satisfied in Residential Areas. The objectives of the TPA land use designation are to foster efficient, compact development and to discourage automobile use within a TPA. Consistent with these objectives, the COUNTY encourages, but does not require, NCA to satisfy the applicable natural area and open space requirements for development of the Property within areas designated for residential land use on the 163 DA Conceptual Use Plan so that the commercial, office, and community services and facilities/institutional use areas can be developed at greater density and intensity without having to meet natural area or open space requirements. To this end, the PUD Concept Plan shall provide for sufficient natural area to comply with the natural area requirements in Section 10-258 of the Land Development Code; however, this requirement shall not be construed to require any individual component of the TPA PUD to set aside any specific quantity of natural area. Where possible, the TPA PUD will endeavor to utilize onsite preservation and conservation features, as defined in the Comprehensive Plan, to satisfy the natural area requirements in Section 10-258 of the Land Development Code.

3. The parties further agree as follows:

(a) The PUV is required.

(b) The TPA PUD may be reviewed simultaneously with review of this Agreement. Representatives of NCA and the COUNTY agree to cooperate and make a good-faith effort to provide for expeditious submittal of information and staff review of the project.

(c) The Natural Features Inventory ("NFI") and Environmental Impact Analysis ("EIA") shall be submitted and processed simultaneous with the TPA PUD so that variance requests, if any, and policy discussions, if any, may be based upon all pertinent data and considerations and presented at the same time.

(d) Site and development plan review may take place simultaneously with other approvals, solely at NCA's risk and expense.

4. The parties acknowledge that the above process discussion is not a comprehensive list of all requirements of the COUNTY as it relates to the development. Failure to include a development step or requirement shall not indicate that such step or requirement is not required, nor shall it waive or release NCA's obligations of proceeding through the step or requirement. NCA may request, and if requested, the COUNTY shall consider adopting an ordinance designating the Property a regional activity center, as defined in Rule 28-24.014(10)(c)2., Florida Administrative Code.

(G) ADDITIONAL PUD REQUIREMENTS.

In addition to the TPA requirements in the Comprehensive Plan and Land Development Code and the PUD requirements of Sections 10-915 and 10-1481 of the Land Development Code, the COUNTY shall require that the PUD Concept Plan for the Property address the following items:

1. Land Uses.

(a) Land Uses, Density and Intensity. As required by the TPA designation pursuant to Comprehensive Plan Land Use Objective 6.1 [L] and corresponding policies, the PUD Concept Plan for the Property shall include at least four of the following land uses: residential, open space, commercial, office, and community services and facilities/institutional uses. The PUD Concept Plan shall provide approximately 192.10 gross acres of land for residential land uses, and approximately 113.46 gross acres for non-residential land uses (i.e., commercial, office, or community services and facilities/institutional). The term "gross acre" has the meaning set forth in Section 10-1 of the Land Development Code. The "community services and facilities/institutional uses" includes any fire station constructed on the Property. The density and intensity for allowed for each land use is the maximum allowed under the Mixed-Use A designation and pursuant to Section 10-914 of the Land Development Code. Land uses within the PUD shall be arranged to promote activity among compatible land uses consistent with the Conceptual Use Plan.

(b) Open Space Uses and Credit. "Open space" is defined in Section 10-1 of the Land Development Code as "any area of a lot, site, tract, or plat, exclusive of any structures, streets (public and private), driveway, parking or open storage area, which is open to the sky and that will remain as open space through recordation of restrictive covenants, easements, public dedication, or other legal device. Open space also includes areas used for outdoor recreational activities which do not require major structures within the are designated for open space."

(i) For purposes of a TPA PUD on the Property and consistent with Section 10-1 of the Land Development Code, open space includes areas not contained within a street right-of-way or individual lot. Open space areas may be utilized for formally and informally designed trails and exercise trails, picnic areas, and other recreational activities. Open space areas also include areas set aside for conservation and preservation and areas dedicated for park use for recreational activities.

(ii) As provided in this Agreement, areas designated as open space shall be credited toward meeting applicable landscape requirements, provided the areas meet the requirements of Section 10-257 of the Land Development Code. Areas designated as open space also shall be credited toward meeting applicable natural areas requirements, provided the areas meet the requirements of Section 10-258 of the Land Development Code.

(c) Dedication of Area on Property for Park. As part of the PUD Concept Plan approval process, NCA will dedicate to the COUNTY no less than ten (10) acres and no more than twenty-five (25) acres within the TPA PUD for park use.

2. Environment.

Wetlands Impacts and Mitigation. Pursuant to the Conservation Overlay of the Comprehensive Plan Future Land Use Element, development of the Property may occur in altered wetlands, and the flexibility provided by the Conservation Overlay is not limited by Comprehensive Plan Conservation Element Policy 1.3.7. As part of the PUD Concept Plan approval process, NCA may submit, and the County shall consider for approval, proposals to mitigate the additional loss of existing wetland functions through means other than creation, restoration, enhancement, or preservation of wetlands on the Property, such as the acquisition or preservation, and management of offsite lands or fee in lieu of mitigation, provided such proposals are consistent with the Comprehensive Plan at the time of site and development plan application review. Such mitigation proposals may include securing environmentally sensitive lands within the COUNTY, subject to approval only after consideration by the County Commission. The COUNTY shall use the Uniform Mitigation Assessment Methodology (UMAM) to determine if the proposed mitigation adequately offsets the functions that would be lost as a result of the additional proposed wetland impacts. If, as part of the review and approval of offsite mitigation, NCA advances fees or otherwise provides mitigation in excess of that required using the UMAM, the COUNTY shall make provisions so that NCA will recapture such excess mitigation in the form of impact fee credits, credits from open space, landscape or native area requirements or from fee in lieu of mitigation from third party landowners who utilize such excess mitigation to offset their project's impacts to wetland functions. Pursuant to the Conservation Area Overlay of the Future Land Use Element, NCA is entitled to a residential density of one (1) dwelling unit for each acre of Conservation Area developed within the Property, and in accordance with the Preservation Area Overlay of the Future Land Use Element, NCA is entitled to a transfer of additional density to the non-environmentally sensitive areas within the Property equivalent to the maximum allowed density of the underlying land use category for the Preservation Area. Consistent with the TPA purpose to foster compact, integrated development, the COUNTY agrees that there may be no area within the Property suitable for the transfer of dwelling units from onsite Conservation Areas.

3. Design.

Design standards shall be established in the PUD Concept Plan for all land uses in the TPA PUD. The standards are intended to create attractive development which provides convenient bicycle and pedestrian access, compatibility with adjoining land uses, aesthetic parking areas, and reduced opportunities for criminal activity. The PUD Concept Plan will require interconnection of the land use types within the TPA PUD. The

PUD Concept Plan may provide for interconnection of the Property to areas adjacent to the Property, provided such interconnections will not result in any adverse impact to any of the Property's infrastructure, facilities, development, land uses, neighborhood character, environmental resources, or any other aspect of the Property or development on the Property.

4. Low and Moderate Income Housing. Pursuant to Policy 6.1.1. of the Comprehensive Plan, the provision of low and moderate income housing will be addressed in the PUD Concept Plan for the Property.

(H) PERMITS.

Failure of this Agreement to address a particular need for a permit, a permit condition, term, or restriction, shall not relieve NCA from the necessity of complying with law governing permitting requirements, terms, or restrictions. This Agreement shall not be used to influence any permitting decision except as specifically provided herein nor may it be used as the basis for a claim of vested rights to any amount of development on the Property.

(I) SILVICULTURAL ACTIVITIES.

The Property has been historically, and is currently, used in active silviculture operations. The County agrees that such existing operations may lawfully continue on the Property, if located outside of areas designated as preservation or conservation areas in the approved PUD Concept Plan, until such time as the Property is fully developed, or until issuance of site and development plan approval for the specific portions of the Property on which silvicultural operations are being conducted. NCA agrees that the historical silvicultural operations that have been conducted on the Property will not be expanded, unless otherwise permitted by the COUNTY, as applicable. Nothing in this Agreement shall be construed to disallow NCA from applying for a silvicultural permit authorizing expanded operations on the Property. The use of BMPs for silviculture operations on the Property shall be specified as a condition of the PUD Concept Plan approval.

(J) BINDING EFFECT.

The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this document.

(K) EFFECTIVE DATE.

Within fourteen (14) days of approval of this Agreement, the COUNTY shall record the Agreement in the Public Records of Leon County. Within fourteen (14) days of recordation, the COUNTY shall submit a copy of the Florida Department of

Community Affairs ("DCA"). This Agreement shall become effective thirty (30) days after submittal to DCA.

(L) FURTHER ASSURANCES.

Each of the parties to this Agreement shall execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect to it without in any manner limiting their specific rights and obligations as forth herein.

(M) NOTICES.

Any notices or reports required by this Agreement shall be sent to the following:

As to Leon County: Leon County Department of
Growth and Environmental Management
ATTN: Gary Johnson
3401 Tharpe Street
Tallahassee, Florida 32312

With a copy to: Leon County Attorney's Office
Attention: Herbert Thiele
Leon County Courthouse
301 South Monroe Street
Tallahassee, Florida 32301

As to NCA: North 10 Capital Associates, Ltd.
c/o Douglas J. Rillstone, P.A.
Broad & Cassel
215 South Monroe Street, Suite 400
Tallahassee, FL 32301

With a copy to: James Satofsky
7140 Lions Head Lane
Boca Raton, FL 33496

(N) SEVERABILITY.

If any word, phrase, clause, section, or portion of this Agreement shall be held invalid by a court of competent jurisdiction, such portion or word shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions of this Agreement.

(O) LAWS.

This Agreement shall be governed by and construed in accordance with laws of the State of Florida.

(P) ENFORCEMENT.

In the event of a breach of this Agreement by a party, the other may sue to enforce this Agreement and the prevailing party shall be entitled to payment of attorney's fees and costs by the non-prevailing party.

(R) APPROVAL.

This Development Agreement was approved by LEON COUNTY after two (2) public hearings before the County Commission on _____ and _____, 2005.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement as of the dates set forth below.

SIGNED, SEALED AND DELIVERED

In the presence of:

NORTH 10 CAPITAL ASSOCIATES, LTD.,
A Florida Limited Partnership

Witness

Printed Name:

Witness

Printed Name:

By: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by _____, for NORTH 10 CAPITAL ASSOCIATES, LTD., A Florida Limited Partnership, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

Printed Name
My commission expires:

ATTEST:

Bob Inzer,
Clerk of Courts,
Leon County, Florida

Attest: _____
Print Name: Bob Inzer

LEON COUNTY, FLORIDA

By: _____
Cliff Thael
Chair,
Board of County Commissioners

APPROVED AS TO FORM AND LEGALITY

Herbert W.A. Thiele

Date: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by _____, as _____ for LEON COUNTY, FLORIDA, A political subdivision of the State of Florida, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

Printed Name
My commission expires: